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14 **L'OREAL USA, INC. AND**
15 **L'OREAL USA PRODUCTS, INC.**

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 SHARON MIRTAHERI, an individual;
19 Plaintiff,

20 v.

21 L'ORÉAL USA, INC., L'ORÉAL USA
22 PRODUCTS, INC., JOHN PAUL
MITCHELL SYSTEMS, GOLDWELL
23 NEW YORK, HENKEL,
SCHWARZKOPF, FRAMESI SpA,
24 FRAMKAT L.P. d/b/a Framesi North
America, FT PITT FRAMESI, LTD, and
25 JOHN DOE CORPORATIONS 1-100;

26 Defendants.

CASE NO. 2:25-cv-04047

NOTICE OF DEFENDANTS
L'OREAL USA, INC. AND
L'OREAL USA PRODUCTS, INC.
OF REMOVAL OF ACTION
PURSUANT TO 28 U.S.C. §§ 1332,
1441, AND 1446

[Filed concurrently with Declaration of
Brooke K. Kim]

Complaint Filed: 04/28/2025

**TO THE HONORABLE COURT, ALL PARTIES HEREIN, AND THEIR
RESPECTIVE ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1441, 1332, and 1446, Defendants L’Oréal USA, Inc. and L’Oréal USA Products, Inc (collectively, “L’Oréal USA” or “Defendants”) remove Plaintiff Sharon Mirtaheri’s (“Plaintiff”) action from the Superior Court of California, County of Los Angeles to the United States District Court for the Central District of California.

I. PROCEDURAL HISTORY

1. On April 28, 2025, Plaintiff filed a complaint for damages against Defendants in Los Angeles Superior Court. *See Sharon Mirtaheri v. L’Oréal USA, Inc., A Delaware Corporation Doing Business in California, et al.*, case number 25STCV12312. Declaration of Brooke K. Kim (“Kim Decl.”), ¶ 5, Exh. A.

2. Plaintiff’s Complaint asserts six causes of action for (1) Strict Liability—Failure to Warn; (2) Strict Liability—Design Defect – Risk-Utility Test; (3) Strict Liability—Design Defect – Consumer Expectations Test; (4) Negligent Failure to Warn; (5) Deceit by Concealment; (6) Violations of California Unfair Competition Law (UCL). *See Id.*, Exh. A.

II. ALL PROCEDURAL REQUIREMENTS ARE SATISFIED

3. Under 28 U.S.C. § 1441(a), “any civil action brought in a state court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.”

4. Venue is proper as Plaintiff filed this action in Los Angeles Superior Court, which sits within the jurisdiction of the United States District Court for the Central District of California.

5. L’Oréal USA’s removal is timely under 28 U.S.C. § 1446(b)(1) because L’Oréal USA has not been properly served with the Complaint. Thus,

1 L'Oréal USA's time to remove this case has not expired. Kim Decl., ¶ 4.

2 6. On information and belief, no other Defendant in this action has been
3 served to date. It is the longstanding rule in the Ninth Circuit that defendants named
4 but not yet served in the state court action need not join in a notice of removal. *See*,
5 *e.g.*, *Cnty. Bldg. Co. v. Maryland Cas. Co.*, 8 F.2d 678, 679 (9th Cir. 1925)
6 (“defendants over whom the court has not acquired jurisdiction may be disregarded
7 in removal proceedings”); *Destfino v. Reiswig*, 630 F.3d 952, 957 (9th Cir. 2011)
8 (“Because none of the non-joining defendants was properly served, their absence
9 from the removal notice did not render the removal defective.”).

10 7. There has been no process, pleadings, or orders properly served upon
11 L'Oréal USA in this action. 28 U.S.C. § 1446(a). However, L'Oréal USA
12 concurrently files herewith true and correct copies of all process, pleadings, and
13 orders found on the docket of the Los Angeles Superior Court for this matter. Kim
14 Decl., Exhs. A-D.

15 8. Pursuant to 28 U.S.C. § 1446(d), L'Oréal USA shall serve written
16 notice of this removal to Plaintiff and file the notice with the Clerk of the Los
17 Angeles Superior Court.

18 **III. DIVERSITY JURISDICTION**

19 9. This Court has subject matter jurisdiction over this action under 28
20 U.S.C. § 1332(a)(1) on the grounds that there is complete diversity citizenship
21 between Plaintiff and Defendants and the amount in controversy exceeds \$75,000
22 exclusive of interest and costs.

23 **A. There Is Complete Diversity of Citizenship**

24 **1. Plaintiff's Citizenship**

25 10. Plaintiff is a citizen of Virginia. *See* Kim Decl., Exh. A (Compl. at ¶
26 1).

27 **2. Defendants' Citizenships**

28 11. For the purposes of diversity, a corporation is deemed to be a citizen of

1 the state in which it has been incorporated and where it has its principal place of
2 business. 28 U.S.C. § 1332(c)(1).

3 12. L'Oréal USA, Inc., is incorporated in Delaware and maintains a
4 principal place of business in New York, New York. Kim Decl. ¶ 9, Exh. A
5 (Compl. at ¶ 3-4).

6 13. L'Oréal USA Products, Inc., maintains a principal place of business in
7 New York, New York. Kim Decl. ¶ 9, Exh. A (Compl. at ¶ 6). L'Oréal USA
8 Products, Inc. is incorporated in Delaware. Kim Decl. ¶ 9.

9 14. Thus, for diversity purposes, L'Oréal USA, Inc. and L'Oréal USA
10 Products, Inc. are citizens of Delaware and New York and are completely diverse
11 from Plaintiff.

12 15. The erroneously named Goldwell New York is not a separate entity, but
13 a brand name under Sally Beauty Holdings, Inc. Sally Beauty Holdings Inc. is
14 incorporated in Delaware and maintains a principal place of business in Texas. Thus,
15 for diversity purposes the erroneously named Goldwell New York is a citizen of
16 Delaware and Texas and completely diverse from Plaintiff.

17 16. The erroneously named Schwarzkopf is not a separate entity, but a
18 brand name under Henkel Corporation. Henkel Corporation is incorporated in
19 Delaware and maintains a principal place of business in Connecticut. Thus, for
20 diversity purposes the erroneously named Schwarzkopf, and Henkel, are citizens of
21 Delaware and Connecticut and completely diverse from Plaintiff.

22 17. FT Pitt Framesi, Ltd. is incorporated in Pennsylvania and maintains a
23 principal place of business in Pennsylvania. Thus, for diversity purposes FT Pitt
24 Framesi, Ltd. is a citizen of Pennsylvania and completely diverse from Plaintiff.

25 18. For diversity purposes, a limited liability company "is a citizen of
26 every state of which its owners/members are citizens." *Johnson v. Columbia Props.*
27 *Anchorage, LP*, 437 F. 3d 894, 899 (9th Cir. 2006).

28 19. Framesi SpA is an Italian corporation and maintains a principal place

1 of business in Italy. Framkat L.P. d/b/a Framesi North America is a subsidiary of
 2 Framesi SpA. Framkat L.P. is incorporated in Pennsylvania and maintains a
 3 principal place of business in Pennsylvania. The general partner of Framkat L.P. is
 4 Denkat Inc., which is incorporated in Pennsylvania and maintains a principal place
 5 of business in Pennsylvania, and is therefore completely diverse from Plaintiff.

6 20. John Paul Mitchell Systems is incorporated in California and has a
 7 principal place of business in California. Thus, for diversity purposes, John Paul
 8 Mitchell Systems is a citizen of California and is completely diverse from Plaintiff.

9 21. As of the time of filing this Notice of Removal, John Paul Mitchell
 10 Systems has not been properly joined and served with Plaintiff's Complaint.

11 22. Although John Paul Mitchell Systems is a citizen of California, its
 12 citizenship does not make removal improper under either 28 U.S.C. §§ 1332(a)(1)
 13 or 1441(b)(2) because John Paul Mitchell Systems has not been properly joined and
 14 served. *Zirkin v. Shandy Media, Inc.*, 2019 WL 626138, at *2 (C.D. Cal. Feb. 14,
 15 2019), citing *Monfort v. Adomani*, 2019 WL 131842, at *3 (N.D. Cal. Jan. 8, 2019)
 16 ("the Forum Defendant Rule does not bar an in-state defendant from removing an
 17 action before the defendant is served"); *Country Cas. Ins. Co. v. Hyundai Motor*
 18 *Am.*, 2025 WL 242194, at *2 (C.D. Cal. Jan. 16, 2025) ("[T]he plain text of §
 19 1441(b)(2) does not create a bar to removal unless the forum defendant has been
 20 "properly joined and served."); *Casola v. Dexcom, Inc.*, 98 F.4th 947, 964 n.17 (9th
 21 Cir. 2024) ("Three sister circuits have held that § 1441(b)(2), by its plain text,
 22 permits snap removals..."). Plaintiff's complaint was endorsed as officially filed by
 23 the clerk of Los Angeles Superior Court on April 28, 2025 at 7:45 AM. Kim Decl.,
 24 Exh. A (Compl. at pg. 1).

25 3. Doe Defendants are Disregarded for Diversity Purposes

26 23. Any potential "Doe" defendants are disregarded for the purposes of
 27 diversity. *See Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690–91 (9th Cir. 1998).

28 24. Further, Plaintiff does not make any specific allegations against any

1 potential “Doe” defendants. *See* complaint generally.

2 **4. Complete Diversity Exists**

3 25. The diversity requirement of 28 U.S.C. § 1332(a)(1) is satisfied given
4 that Plaintiff is a citizen of Virginia, no Defendant is a citizen of Virginia, and the
5 citizenship of potential Doe Defendants are irrelevant.

6 **B. The Amount in Controversy Exceeds \$75,000**

7 26. Plaintiff claims damages in excess of the \$75,000 threshold in 28
8 U.S.C. § 1332(a).¹

9 27. “[T]he notice of removal may assert the amount in controversy if the
10 initial pleading seeks: (i) nonmonetary relief; or (ii) a money judgment, but the
11 State practice either does not permit demand for a specific sum or permits recovery
12 of damages in excess of the amount demanded[.]” 28 U.S.C. § 1446(c)(2)(A).

13 28. “[W]hen a defendant seeks federal-court adjudication, the defendant’s
14 amount-in-controversy allegation should be accepted when not contested by the
15 plaintiff or questioned by the court.” *Dart Cherokee Basin Operating Co., LLC v.*
16 *Owens*, 574 U.S. 81, 87 (2014).

17 29. Removal is proper where the “district court finds, by the
18 preponderance of the evidence, that the amount in controversy exceeds” the
19 jurisdictional threshold. 28 U.S.C. § 1446(c)(2)(B). “Under [the preponderance of
20 the evidence] burden, the defendant must provide evidence establishing that it is
21 ‘more likely than not’ that the amount in controversy exceeds that amount.”
22 *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996). This
23 “burden is not daunting, as courts recognize that under this standard, a removing
24

25 ¹ L’Oréal USA acknowledges only that the amount Plaintiff puts in controversy in
26 her complaint exceeds \$75,000, but neither admits nor concedes the truth of any of
27 Plaintiff’s allegations or that Plaintiff is entitled to relief in that amount or any
28 amount whatsoever. L’Oréal USA expressly deny all of Plaintiff’s allegations,
contentions, causes of actions, claims, and damages, and reserve all defenses and
rights. *See Lewis v. Verizon Comm., Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (to
establish the jurisdictional amount, a removing defendant need not concede liability
for that amount).

1 defendant is not obligated to research, state, and prove the plaintiffs' claims for
 2 damages." *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1204-05 (E.D.
 3 Cal. 2008) (internal quotations omitted); *see also Valdez v. Allstate Ins. Co.*, 372
 4 F.3d 1115, 1117 (9th Cir. 2004) ("[T]he parties need not predict the trier of fact's
 5 eventual award with one hundred percent accuracy").

6 30. In measuring the amount in controversy, a court must assume that the
 7 allegations of the complaint are true and that a jury will return a verdict for the
 8 plaintiff on all claims made in the complaint. *Kenneth Rothschild Tr. v. Morgan*
 9 *Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002) citing *Burns v.*
 10 *Windsor Ins. Co.*, 31 F.3d 1092, 1096 (11th Cir. 1994) (The "amount in controversy
 11 analysis presumes that 'plaintiff prevails on liability' "). Put differently, "[t]he
 12 amount in controversy is simply an estimate of the total amount in dispute, not a
 13 prospective assessment of [the defendant's] liability." *Lewis v. Verizon Commc 'ns,*
 14 *Inc.*, 627 F.3d 395, 400 (9th Cir. 2010).

15 31. Economic damages, non-economic damages, general damages,
 16 attorneys' fees, punitive damages, and injunctive relief are all included in
 17 determining the amount in controversy. *See Anthony v. Sec. Pac. Fin. Servs., Inc.*,
 18 75 F.3d 311, 315 (7th Cir. 1996) (Prayer for actual and punitive damages included
 19 in determining amount in controversy); *Galt G/S v. JSS Scandinavia*, 142 F.3d
 20 1150, 1155-56 (9th Cir. 1998) (Prayer for attorneys' fees included in determining
 21 the amount in controversy where potentially recoverable by statute).

22 32. In her complaint, Plaintiff prays for "[p]ast and future" "general
 23 damages," "economic and special damages," "medical expenses," and "pain and
 24 suffering" for her alleged diagnosis of bladder cancer. *See Kim Decl., Exh. A*
 25 (Compl. at pg. 34). Plaintiff also seeks "Attorney's fees" and "Punitive or
 26 exemplary damages." *Id.*

27 33. Courts have found that the amount in controversy requirement is
 28 satisfied when a complaint alleges serious bodily injuries. *Fjelstad v. Vitamin*

1 *Shoppe Indus. LLC*, 2021 WL 364638, at *4 (C.D. Cal. Feb. 3, 2021) (“in cases
2 alleging ‘severe injuries, especially those requiring surgery, courts have found it
3 facially apparent from the complaint that the amount in controversy was satisfied’
4 despite the plaintiffs' failure to plead a dollar amount.”) (citations omitted). Here,
5 Plaintiff alleges that they developed cancers and incurred substantial medical
6 expenses, as well as pain and suffering.

7 34. Therefore, it is apparent from the face of the Complaint that the
8 alleged injuries result in an amount in controversy exceeding \$75,000.

9 **IV. RESERVATION OF DEFENSES AND RIGHTS**

10 35. By removing this action from the Los Angeles Superior Court, L’Oréal
11 USA neither admits any of the allegations in Plaintiff’s complaint nor waives any
12 defenses or rights.

13 36. By removing this case to federal court, Defendants do not consent to
14 personal jurisdiction, do not concede that this Court is a convenient forum, and do
15 not waive any of their defenses or objections under Federal Rule of Civil Procedure
16 12(b), or otherwise. *See, e.g., Freeney v. Bank of Am. Corp.*, 2015 WL 4366439, at
17 *20 (C.D. Cal. July 16, 2015) (“A defendant's election to remove a case to federal
18 court does not waive a personal jurisdiction defense.”).

19 **V. CONCLUSION**

20 37. Removal is proper given that all requirements for removal under 28
21 U.S.C. § 1332(a) have been met; there is complete diversity citizenship between the
22 parties; and the amount in controversy exceeds \$75,000.

23 38. L’Oréal USA respectfully requests that these proceedings be removed
24 to this Court.

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26 ///

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28

1 Dated: May 6, 2025

DLA PIPER LLP (US)

2
3 By: Brooke Killian Kim

4 BROOKE KILLIAN KIM
5 GREGORY G. SPERLA
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7 Attorneys for Defendants
8 L'Oreal USA, Inc. and
9 L'Oreal USA Products, Inc.